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AGREEMENT

Between

THE TOWNSHIP OF FRANKLIN Township

And

POLICEMEN'S BENEVOLENT ASSOCIATION

PBA LOCAL NO. 154

Effective ~~X~~ January 1, 1982

to

~~X~~ December 31, 1983

Executed: December 10, 1982

APPENDIX A.

PATROLMAN/W SALARY SCALE

	Probation	A.	B.	C.	D.
1982	14,400	15,462	17,658	19,564	22,280
1983	15,000	16,660	19,026	21,080	24,006

SUPERIOR OFFICERS

	SERGEANT	LIEUTENANT	CAPTAIN
1982	23,436	24,707	26,093
1983	25,252	26,621	28,115

Detectives and Acting Detectives shall be compensated at the rate of \$600 over the base pay of an equal ranked uniform officer at the equivalent step.

THIS AGREEMENT, dated the 10 day of December, 1982 effective January 1, 1982, by and between the Policemen's Benevolent Association, (PBA) Local #154 of Franklin Township (hereinafter referred to as PBA), and the Township of Franklin in the County of Somerset. The circumstances attending the execution of this agreement are:

- I. A. Pursuant to R.S. 34:13A-1 et.seq known as the New Jersey Employer-Employee Relations Act, the PBA, Local #154, of Franklin collectively bargained about the terms and conditions of employment regarding the employees in such conditions of employment regarding the employees in such bargaining unit.
- B. The parties have reached an agreement and said agreement has been evidenced by a vote of the membership of the bargaining unit and a Resolution duly passed by the Township Council of the Township of Franklin, Somerset County, New Jersey.
- C. The parties hereto have reached an agreement and desire as aforesaid to state their agreement in writing.
- D. The Township hereby recognizes PBA Local 154 as the sole and exclusive representative for purposes of collective negotiations for all members of the Franklin Township Police Department except the Police Chief. Any references to males herein contained shall include female officers.

WHEREFORE, on this 10th day of December, 1982 the parties agree as follows:

II. AGENCY SHOP PROVISION

Representation Fee: If an employee does not become a member of the Association during any membership year from January 1 through December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that membership year.

Prior to the beginning of each membership year the Association will notify the employee in writing of the amount of the regular membership dues which the Association intends to charge to its members for that membership year. The Representation Fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

During each membership year covered in whole or in part by this agreement, the Association will submit to the employer a list of those employees who have not become members of the Association for the then current membership year. The employer will deduct from the salaries from such employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to the Association.

The employer will deduct the Representation Fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second paycheck paid after receipt of the aforesaid list by the employer.

If an employee who is required to pay a Representation Fee terminates his or her employment with the employer before the Association has received the full amount of the Representation Fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

The Association will notify the employer in writing of any change in the list provided to the employer and will notify the employer of any change in the amount of the Representation Fee.

PBA Local 154 shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in PBA Local 154 shall be available to all employees in the Bargaining Unit on an equal basis at all times. In the event PBA Local 154 fails to maintain such a system or if membership is not available, the employer shall immediately cease making such deductions.

III. RIGHTS OF EMPLOYEES

The Township acknowledges that employees subject to this Agreement are public employees having certain rights under the Laws of the State of New Jersey to form, join, and assist any employee, or organization, or to refrain from any activity or both. The Township and the Association agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

IV. WAGES

- A. The parties hereto agree to the wage schedule attached hereto and made a part hereof as Appendix A. to be effective as of January 1, 1982.
- B. The annual starting rate for a new patrolman/w will be not less than \$14,400 and said new patrolman shall serve a probationary period, not to exceed one year and upon successful completion of the probationary period, said patrolman/w shall be eligible for the wage designated for patrolman/w at Step A.
- C. The wage table, which has been agreed upon by the parties hereto and attached as Appendix A. includes scales for the respective positions in the department, each step starting with "A" and ending with "D" indicating the annual wage to which the employee would be entitled.
- D. All increments shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

V. LONGEVITY

In addition to salaries and wages paid to police personnel, per Section IV above, there shall be longevity payments provided according to the table hereinbelow, which shall be effective each year following completion of each five years of continuous service so long as no permanent personnel policies shall have been established by the Township and agreed upon by the Bargaining Unit. According to this table, each employee shall receive longevity payments based upon the following scale:

- A. Five (5) years of service.....Two and one-half (2.5%) percent.
- B. Ten (10) years of service.....Four and one-half (4.5%) percent.
- C. Fifteen (15) years of service.....Five and one-half (5.5%) percent.
- D. Twenty (20) years of service.....Six and one-half (6.5%) percent.
- E. Twentyfive (25) years of service...Eight and one-half (8.5%) percent.

1. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule established above.

2. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensation payments.

3. The years of service herein shall be determined from the date the employee commences working for the Township.

VI. OVERTIME

The Township agrees to compensate the members of the Bargaining Unit at a rate of one and one half times the regular rate of pay for all time incurred beyond the normal duty day, and in excess of normal work week number of forty (40) hours. The employee must be engaged in actual related police duties and not loitering about the office facilities. The amount shall be computed to the nearest quarter hour. The individual must work a minimum of thirty (30) minutes to be eligible for this compensation, and this paragraph will not apply to work that can be done by departmental clerical personnel unless otherwise directed by the Chief of Police. The provisions of this Agreement shall govern notwithstanding that the Fair Labor Standards Act may permit the payment of straight time in excess of forty (40) hours.

VII. UNIFORM AND UNIFORM CLEANING ALLOWANCE

The Township and the Bargaining Unit agree that for the period of this contract, there will be an annual clothing allowance and uniform cleaning allowance in the total amount of \$650.00, which shall be paid to members of the Bargaining Unit upon submission of a voucher in accordance with Township policy.

New uniform issuance allotment shall be paid in the amount of \$500.00 for each new man/w upon the submission of a voucher in accordance with Township policy.

This schedule does not apply to other items of equipment which are supplied by the Township.

VIII. VACATION

The Vacation policy for the Bargaining Unit as established and agreed to by the employer shall be as follows:

Based upon the anniversary date each member of the Bargaining Unit shall accumulate vacation benefits in accordance with the following schedule:

Upon completion of probation, a member shall be entitled to ten (10) days of vacation. Thereafter, vacation shall be based on the following schedule:

A. Vacation entitlement shall be accrued using the day the employee commences employment with the Township (including time accrued as a member of any other department of the Township).

B. Entitlement after probation shall be as follows:

Upon completion of (1) one year - .833 days per month

Upon completion of (5) five years - 1.25 days per month

Upon completion of (10) ten years - 1.667 days per month

Upon completion of (20) twenty years - 2.083 days per month

Upon completion of (25) twentyfive years - 2.5 days per month

C. Any member of the Bargaining Unit shall have the right to accumulate and carry over from year to year up to two (2) years earned vacation.

No more than two (2) years worth of vacation may be accrued at any time.

IX. SICK LEAVE

A. The existing sick leave policy of earning one day per month for each month of service with an accumulation of up to onehundred-twenty (120) days shall remain in effect during this agreement.

B. Individual sick days shall not be used to cover time lost due to on the job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Township Manager.

C. Individual sick days may be used for the illness of a member of the employees household that requires the employees personal care and attention, not to exceed three (3) days.

D. The use of individual sick days for illnesses or accidents beyond the minimum and in lieu of commencing disability income protection coverage shall be at the option of the member.

- E. Disability income program payments to be financed through equitable shares by the employer and the employee on a payroll deduction basis during the term of this contract. This is on a 50-50 basis depending on salary.
- F. Upon retirement or death after ten (10) full years of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of one hundred (100) days computed on the basis of final wages at the time of retirement or death.

For purposes of this section, actual retirement date shall be the date established by the Public Employees Retirement System.

Deferred retirement benefits shall not count as retirement for purposes of this section.

Any eligible employee desiring to receive a lump sum payment upon retirement shall give written notice to the Township at least twelve (12) months prior to the employee's anticipated retirement date requesting such lump sum payment. In the event such notice is not given or in the event of the death of an eligible employee, this benefit shall be paid in twelve (12) equal monthly installments without interest. The employer shall have fortyfive (45) days from receipt of the employee's formal Notice of Retirement Approval, or from the employee's date of death, to make final computations of the amount due. No payment under this section shall count towards nor affect, either by increasing or decreasing, any pension or retirement benefit due the employee.

X. PERSONAL LEAVE

In addition to the normal vacation schedule contained in Article VIII, each member of the Bargaining Unit shall be entitled to three (3) days of personal leave per year.

- A. Personal leave may be used for, but not necessarily limited to, concluding real estate transactions, family affairs, illness of a member of immediate family (including grandmothers and grandfathers and those relatives residing in the same household), out of town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments and funerals not covered under funeral leave.
- B. Personal leave shall not be taken in conjunction with normal vacation schedules.
- C. Personal leave is not cumulative.
- D. Requests for personal leave shall be submitted to and approved by the

Department Head or his/her designated representative at least three (3) days in advance, except in unusual circumstances.

XI. LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of up to one (1) year. In addition, the Township may extend a leave of absence without pay beyond one year for a three month period which may be renewed, but the total of any leave of absence shall not exceed a second year.

XII. STAND-BY PAY

Each member of the Bargaining Unit who is notified that he/she has been placed on stand-by duty, during off-duty hours, shall be entitled to three (3) hours pay at the rate of time and one-half for each twentyfour (24) hour period or any part thereof, with payment to be made for at least three (3) hours if he/she is called into police headquarters (that is, he/s shall be paid for any three (3) hours of any twenty-four (24) hour period or part thereof). Officers placed on stand-by must be notified when they are released by the shift commander.

XIII. TUITION BENEFITS

An employee pursuing either an Associate Degree or a Bachelors Degree in the field of Criminology, or Police Science, Police Administration, Criminal Justice, or Public Administration shall be reimbursed not in excess of thirty (\$30.00) dollars per semester for books and tuition costs not in excess of the amount of eighteen (\$18.00) dollars per credit, upon the successful completion of each college semester.

Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.

A prerequisite for reimbursement of other courses of study is that, it be approved by the Township Manager before the employee shall be eligible for same.

XIV. CONDUCTING ASSOCIATION BUSINESS

A. The employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State P.B.A. or his/her designee, to conduct Association business on the state or local level and to attend monthly state, county conference and schedule tri-county conference meeting which require their attendance.

B. If the regular scheduled tours of duty are on a day of a meeting than the delegate shall be excused for that day's tour of duty or if regular scheduled tour of duty hours are between the hours of 11:00 P.M. to 7:00 A.M. the day after the meeting, then at his/hn option, be entitled to his/hn choice of day off.

XV. GRIEVANCE PROCEDURE

- A. Definition. A grievance, within the meaning of this Agreement, shall mean a difference of opinion or dispute arising between the employer and the PBA or between the employer and an employee concerning rates of pay, wages, hours of employment, or concerning the interpretation or application of this Agreement and condition of employment.
- B. Purpose. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.
- C. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
 1. Any party in interest may be represented at all stages of this grievance procedure by himself/h or any representative of his/h choosing. When an employee is not represented by the PBA, the PBA shall have the right to be present and to state its view at all stages of the grievance procedure by reason of such participation.
 2. The following procedure may be initiated by either party and shall be followed:
 - a. Level One. The employee and the chairman of the PBA Grievance Committee or the employee individually shall meet with the Chief of Police. In the event the grievance is not settled at Level One or if no decision is delivered by the Chief of Police within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.
 - b. Level Two. The PBA President or his/h designated representative and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.
 - c. Level Three. If a settlement is not reached pursuant to Level Two, either party may elect to submit a grievance to arbitration. However, the party requesting arbitration shall give notice to the other party of its intention to arbitrate. The matter shall be submitted to arbitration in the following manner.

- (1) A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties to be bound by the procedures of the selected agency.
- (2) The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.
- (3) The cost of the services of the arbitrator shall be borne equally between the Association and Employer. Any other expenses incurred, including but limited to the presentation of witnesses, shall be paid by the party incurring same.

3. Miscellaneous:

- a. If, in the judgment of the PBA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Manager directly and the processing of such grievances shall commence at Level Two.
- b. Decisions rendered at any level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and the Chairman of the PBA Grievance Committee.
- c. Forms for filing grievance and notices of hearings shall be prepared jointly by the PBA and the Township Manager and given appropriate distribution.
- d. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

XVI. SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any Legislative Act or any Court of Competent Jurisdiction such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

XVII. WELFARE BENEFITS

The Township agrees to provide each member of the Bargaining Unit with the following benefits. The Township agrees that in the event an improved health insurance package is obtained during the term of this Agreement that the members of the Bargaining Unit shall receive the new health benefit coverage.

A. Traditional Basic Health Care Coverage

1. Program Components

- a. Hospitalization Coverage with Garden State Hospitalization Plan
- b. Major Medical Insurance with Connecticut General (Medical/Surgical)

2. Cost

- a. No cost to employee.

- b. Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

B. Health Maintenance Organization

1. Rutgers Community Health Plan
2. Cost: In accordance with the appropriate state statutes, the Township pays the same amount toward the cost of the premium of the alternative HMO as it does to the Traditional Plan for the same coverage code (i.e. employee only, parent/child(ren), family). Any additional costs for the HMO will be paid by the employee through payroll deductions.

C. Prescription Drug Program

1. P.C.S. - Pharmaceutical Card System, Inc.
2. Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

D. Dental Program

1. Connecticut General

2. Cost

- a. 1982 - Township pays for employee coverage only.
- b. 1983 - Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

E. Optical Program

Township will reimburse employee \$25.00 per annum.

XVIII. HOLIDAYS

New Year's Day

Martin Luther King's Birthday

President's Birthday (Washington)

Good Friday

Municipal Township Election (second Tuesday in May)

Memorial Day

Independence Day

Labor Day

General Election Day (first Tuesday after the first Monday in November)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

XIX. FUNERAL BENEFITS

Members of the Bargaining Unit shall be entitled up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse or child living in the parent's home.

In the event of a death of a member's parent, parent-in-law, grandparent, sister, brother, or child not living in the parent's home, the member shall be entitled up to three (3) days off with pay at the straight time rate.

In the event of the death of a member's grandchild, sister-in-law, or brother-in-law, the employee shall be entitled up to one (1) day off with pay at the straight time rate.

XX. FUNERAL DETAIL

In the event a police officer is killed in the line of duty in the State of New Jersey, the Township and the PBA Local 154 will designate two (2) members of the Bargaining Unit to attend the officer's funeral. One representative will be picked by the Chief of Police and one by the PBA Local 154 president. The personnel selected will be on a list prepared and revised every four (4) months.

XXI. EXPENSES

The employer shall reimburse members of the Bargaining Unit for meals and mileage expense incurred on official duty by monthly voucher; when a police or other official vehicle is unavailable, at a rate of eighteen and one half cents (18 $\frac{1}{2}$) per mile and four (\$4.00) dollars per meal.

XXII. TERM OF CONTRACT

This contract shall be in full force and effect retroactively to January 1, 1982 for the period ending December 31, 1983 and shall continue until such time as a new agreement is consummated between the parties hereto.

The PBA shall, at least sixty (60) days prior to the expiration of the contract, which shall be in November, 1983, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate subject to any determination during the interim period which shall be between the date of ratification of this contract and expiratory date of same any changes mutually agreed to by the parties hereto.

The Township agrees to provide each member of the PBA with a copy of the Collective Bargaining Agreement at no expense to the PBA.

TOWNSHIP OF FRANKLIN

BY:

Nancy Henry, Mayor

ATTEST:

Madelyn D. Maak
Madelyn Maak, Township Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
FRANKLIN TOWNSHIP LOCAL #154

BY:

David Bonnel, Patrolman

James Geddis
James Geddis, Lieutenant

Robert Lenart
Robert Lenart, Patrolman

Steven Perrine
Steven Perrine, Patrolman

Andrew Racz
Andrew Racz, Patrolman

Eugene Scaletti
Eugene Scaletti, Sergeant

William Schwarz
William Schwarz, Captain

Henry Kowalski
Henry Kowalski, Patrolman

ADDENDUM AGREEMENT

AGREEMENT, made this Tenth day of December, 1982, between the Township of Franklin (hereinafter "Township") and Franklin Township P.B.A. Local 154 (hereinafter "P.B.A."): 33

WITNESSETH:

WHEREAS, the Township and the PBA have been involved in several discussions and a grievance with regard to a term and condition of the PBA's employment with the Township, the parties in an effort to amicably resolve this dispute have agreed to the following as a settlement of the STAND-BY DUTY PAY GRIEVANCE dated October 10, 1982:

1. Stand-by pay as it relates to Detectives on weekends shall be limited to the forty-eight (48) hour period as comprised of Saturday and Sunday. Said Detectives shall be compensated at a rate of six hours pay at time and one half.
2. Detectives, if called in, shall be guaranteed the entirety of the Stand-by Pay, and in addition, shall be compensated for any time worked in excess of the three hour stand-by period at a rate of time and one half.
3. Stand-by Pay shall not be interpreted to include on call court subpoenas.
4. All police officers shall be guaranteed a minimum of two (2) hours at a rate of time and one half for actual court appearances on their time off.
5. In the event that officers are working in excess of 2080 hours per year, an equal number of scheduled training days shall be eliminated to reflect the 2080 hours required per year of work.

In consideration of entering into this Agreement, the PBA
agrees to withdraw the STAND BY DUTY PAY GRIEVANCE dated
October 10, 1982 without prejudice.

FOR THE PBA:

Steve P. Perrine

FOR THE TOWNSHIP:

ATTEST:

Andrew J. Day

ATTEST: